

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM304275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EvolveIP, LLC		05/12/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Pacific Western Bank, as Agent		
Street Address:	5404 Wisconsin Ave, 2nd Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4324383	OSSMOSIS	
Serial Number:	86233233	EVOLVE IP	
Serial Number:	86233277	EVOLVE IP	
Serial Number:	86242912	EVOLVE IP ONECLOUD	
Serial Number:	86233313	THE CLOUD SERVICES COMPANY	
Serial Number:	86233304	EVOLVE IP THE CLOUD SERVICES COMPANY	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	330119-273		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	05/12/2014		

CH \$165.00 4324383

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 12, 2014, is made by EvolveIP, LLC, a Delaware limited liability company (the "Grantor"), in favor of Pacific Western Bank, as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of May 12, 2014 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Credit Agreement"), by and among EvolveIP, LLC, a Delaware limited liability company ("EvolveIP"), EvolveIP LicenseCo., LLC, a Delaware limited liability company ("LicenseCo."), EvolveIP Network Solutions, LLC, a Delaware limited liability company ("Network Solutions"); Network Solutions, EvolveIP and LicenseCo. are each sometimes referred to herein individually as a "Borrower" and collectively as the "Borrowers"), EvolveIP, in its capacity as Borrower Representative, EvolveIP Holdings, LLC, a Delaware limited liability company ("Holdings"), the other Credit Parties party thereto, Agent, Pacific Western Bank, as Lead Arranger and Syndication Agent and the Lenders from time to time parties thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to a Security Agreement of even date herewith in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lender Parties, and grants to Agent for the benefit of the Lender Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all Trademark licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EVOLVEIP, LLC, a Delaware limited liability company, as Grantor

By: 

Name: Thomas J. Gravina

Title: Chairman, Chief Executive Officer and Co-Founder

Trademark Security Agreement

TRADEMARK
REEL: 005278 FRAME: 0599

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
EvolveIP, LLC	OSSMosis	United States of America – United States Patent and Trademark Office			4,324,383	April 23, 2013

2. TRADEMARK APPLICATIONS

Owner	Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
EvolveIP, LLC	Evolve IP	United States of America – United States Patent and Trademark Office	86/233233	March 26, 2014		
EvolveIP, LLC	Evolve IP Logo	United States of America – United States Patent and Trademark Office	86/233277	March 26, 2014		
EvolveIP, LLC	Evolve IP One Cloud	United States of America – United States Patent and Trademark Office	86/242912	April 4, 2014		
EvolveIP, LLC	The Cloud Services Company	United States of America – United States Patent and Trademark Office	86/233313	March 26, 2014		
EvolveIP, LLC	Evolve IP The Cloud Services Company	United States of America – United States Patent and Trademark Office	86/233304	March 26, 2014		

3. TRADEMARK LICENSES

As it relates to License Agreements that are part of Intellectual Property, Grantor's customers and partners have access to and use the OSSMosisTM Portal and other intellectual property, tools, technologies and services of Grantor. Each customer and partner has an agreement with Grantor that spells out each customer's and partner's use rights as it relates to the intellectual property, tools, technologies and services. As part of these customer and partner agreements, Grantor grants no end user ownership.

As it relates to other License Agreements in the ordinary course of business, Grantor is party to various End User License Agreements due to purchasing or using software owned and developed by companies such as Microsoft, VMWare, Citrix, Broadsoft, IBM, RSA, Salesforce.com, Marketo, Razorsight and others.